

Our Terms and Conditions

About us

This website and these services are operated by 4GP HEALTH LTD ("we"/" us"), trading as HELTH. We are registered in England and Wales under company number 15124158 and have our registered office at 6 Roding Lane South, Ilford, England, IG4 5NX.

You can contact us by email, our email address is info@helth.co.uk.

We are registered with and regulated by the Care Quality Commission (CQC), the independent regulator of health and social care in England and Wales, and as such, we comply with the Health and Social Care Act 2008. Our doctors are registered with and regulated by the General Medical Council (GMC) and, as such, comply with the Good Medical Practice Guidelines.

After you have your medication prescribed by one of our Doctors, the following entity will be involved in the provision of the services:

- Elixia Holdings Limited. Who are registered in England and Wales under company number 12224123 and have their registered office at Whitewater Health Centre Hook Surgery, Reading Road, Hook, United Kingdom, RG27 9ED.
- The medicines will be dispensed and supplied by the pharmacy below:
 - Whitewater Pharmacy, Reading Road, Hook, United Kingdom, RG27 9ED.

Acceptance of this document

Each time you access, use, or purchase from the Platforms (including the use of any of the Services), you acknowledge and warrant that you have read, understood and agree to be bound by this document (**Terms**). The Terms form a legally binding agreement between us, the Pharmacy and you. If you do not agree to the Terms, you must immediately exit and not access or use the Platforms or the Services.

You are responsible for complying with the Terms. These Terms should be read in conjunction with our General Terms and Conditions.

From time to time, we may review and update the Terms. Any variation to the Terms will take effect from the date notified on the Platform(s), and your continued use of the Services following that date will be bound by those varied terms.

The Terms which apply at the time you request or receive a Service are those that govern your access to that Service. Any changes to the Terms do not affect rights and obligations that arose prior to the changes.

Please review these Terms periodically for changes. Where required to do so, we will provide you reasonable notice of changes.

Our weight loss service and how you should use it

Helth and 4GP: what we do (our weight loss pathway)

We provide medical consultations to you based on online questionnaires you complete, video consultations, secure messaging, and photo assessments.

Suppose our doctors determine based on the consultation that a treatment is required and that you are suitable for treatment. In that case, they will issue a prescription which will be sent to the Whitewater Pharmacy, Reading Road, Hook, United Kingdom, RG27 9ED, which will then legally supply and dispense the medicines to you directly.

The medications will have the “HEALTH” branding on the packaging.

You can contact our doctors to ask any questions about the treatment they prescribed.

Helth and 4GP is not an emergency service.

If you believe that you or the person you are assisting is in an urgent or emergency situation, you should immediately dial 999 or seek alternative emergency medical services.

How you should use our services

By using our website for our weight loss service, you confirm that you are:

- legally capable of entering into binding contracts.
- at least 18 years old or over.
- resident in Great Britain
- accessing our website from Great Britain.
- where relevant, have capacity to consent to medical treatment (as determined by a doctor in accordance with the Mental Capacity Act 2005).

Helth and 4GP weight loss service: How it works

Registration

When you first visit our website, you will need select the service you require, before submitting your order and paying for the service.

Questionnaire

Our doctors need to know about your condition, your medical history, the medication you're taking, your allergies, and anything else that will help them to assess whether they can treat you safely.

Our questionnaires are prepared by our doctors in line with best medical practice, specific to each service.

Consultation and service

Our weight loss service is operated in the following way:

Initial consult

The steps:

1. Book an initial consultation via the link on our website.
2. Agree to our terms and conditions and pay for the subscription.
3. You will then receive a medical questionnaire.
4. Submit the health questionnaire.
5. The doctor will contact you to:
 - Confirm your preferred treatment may be suitable (subject to video consultation).
 - Ask you further information through your account (such as pictures and other information).
 - Confirm the slot for your video consultation.
 - Reject your order if it isn't suitable for you.
6. Video consultation with a doctor as per booking.
7. Issue of prescription (if the doctor deems it appropriate).

Once you have submitted a questionnaire, we will email or text you (if applicable) a confirmation that you've successfully registered with us and that our doctors are reviewing your questionnaire and attachments. If our doctors require further responses from you, we will contact you to request this from you, for your order to be dispatched, pending the doctor's approval. Please note our doctors will use the information provided in the most recent consultation, and any other previous information on record to form a clinical view and provide safe advice and prescribe any medication.

Following review of the initial questionnaire our doctors may decide that you are not suitable for treatment. If this is the case you will be offered a complete refund.

The final decision on whether or not the treatment will be suitable will be made during the initial video consultation with the doctor (providing all relevant information is available at this time).

If after the initial consultation the doctors decide that you are not suitable for treatment, you will receive a partial refund (minus the cost of the initial consultation which is £49.00).

During the video consultations doctors may provide medical and other and general health and exercise advice within their scope of practice. The doctors have clinical independence and are responsible for the healthcare services they provide to you, including compliance with standards of care and guidance issued by their professional regulator, record keeping and other professional obligations, as well as compliance with applicable law (including privacy laws). They have the same obligations to you as if they were consulting you in person. You acknowledge that this advice is only provided in connection with the condition.

You acknowledge that doctors may request confirmation or clarification of information you have previously provided, and may request additional information from you in connection

with the services. You agree to provide accurate, complete and up-to-date information to the doctors (and to correct any previously provided information which is or becomes inaccurate). You further acknowledge that the provision of incorrect information in connection with obtaining prescription medicines may constitute a criminal offence.

Failure to provide our doctors with any requested additional information may mean to delays in prescribing treatment or, in some cases may mean we refuse or decide to withdraw services.

Any additional information will be requested via email.

Follow up consult

This is an important aspect of the service as our doctors will follow up patients on a regular monthly basis, and these consults are required when our doctors need to decide (a) whether you can continue the current treatment (b) suggest changes if suitable.

The steps:

1. Complete the “follow up” questionnaire.
2. Share pictures and other information, if asked.
3. Agree to the terms and conditions.
4. Arrange a slot for the follow up consultation.
5. Follow up consultation conducted as planned.

We will email or text you (if applicable) a confirmation that you've successfully sent us your questionnaire and attachments and that our doctors are reviewing your questionnaire and attachments.

We'll then notify you by email or text to arrange a follow up video consultation to determine if further treatment is suitable for you. If so, our doctors will offer you treatment.

Our doctors will review the follow up questionnaires and prescribe your treatment if you are still suitable for the selected medical treatment after the video consultation.

The follow up contacts are included in the price of the subscription, this includes email contact with the doctors to discuss any queries. We will endeavor to respond to these within a 72-hour period.

General considerations

If a doctor deems it inappropriate to offer or administer treatment. Helth and 4GP reserves the right to refuse the offer of treatment.

We reserve the right to not provide, or to withdraw the provision of, any services to you in circumstances including where, at any time:

- A doctor determines that you are clinically ineligible or unsuitable for the Services
- You have breached these Terms;
- You indicate that you do not wish to use the Services; or

- Your behavior on the Platforms, or towards one of our employees or doctors, is abusive or otherwise unacceptable as reasonably determined by our Clinical Director, Clinical Operations Lead and/or Health Lead.

Professional codes of conduct of healthcare professionals and legal restrictions may limit the number and frequency of any item we are permitted to supply to you. As such, we cannot supply quantities exceeding the relevant permitted maximum. We will only charge you for those medicine(s) we supply. We reserve the right to reject any order.

Delivery

As mentioned earlier in the document once a medication has been prescribed it will be delivered by, Whitewater Pharmacy, who are located on Reading Road, Hook, United Kingdom, RG27 9ED, who will be entirely responsible for all aspects of the delivery process.

Your medication and associated products (sharps bin, needles and other necessary items) will be delivered to your chosen address in the UK.

You are responsible for ensuring that you have appropriate arrangements in place to accept delivery of your medicine. We are not responsible for any actions of an Associate Courier that fall outside the scope of our instructions.

You are responsible for storing the medicine at the correct temperature in accordance with the requirements displayed on the medicine's packaging. We accept no responsibility for any loss, damage or injury arising as a result of your incorrect storage of the medicine.

If your medicine appears to be damaged, wrongly dispensed or your delivery is delayed, you should contact us to seek advice using the contact details provided.

If you cancel your order or subscription after your medicine has been dispensed from the Pharmacy, you will be charged for the medication and you will not be able to obtain a refund, except in accordance with our refunds policy.

Your account and services

If you would like to stop using our services, you can request to suspend your account by contacting us via email. Legally, we are required by law to keep electronic patient records, including your personal information, communication, and treatments, for the foreseeable future.

Your account, privacy and security

When you register and book with us you will provide us with personal information about you, including your name, age, date of birth, gender, contact details and sensitive information, such as health information. We will handle your personal information in accordance with our Privacy Notice.

Please read our Privacy Notice for more information about the processing of your data.

Please treat your user identification code, password, and any other secure piece of information as confidential. You should never disclose any secure information to a third party.

Your account may be password protected, choosing a secure password is very important. Please make sure yours is:

- at least 8 characters long
- a mix of letters, numbers, symbols, and capital letters
- a unique password that is not used on any other websites

If you fail to comply with our terms and conditions, we reserve the right to disable your account/subscription. If you believe that your account has been compromised, please contact us immediately so that we can help.

If anyone uses our website through your internet connection, you are responsible for making sure they comply with these terms.

You must use our website and services with care and in compliance with the below:

- The provision of services to you is conditional on you completing all consultation questionnaires contained on our website truthfully and honestly. You must reveal and disclose all relevant information truthfully to the best of your knowledge. Please do not try to fill in the questionnaire until you're completely clear on what each question means. If you do not understand a question, are unsure how you should answer certain questions, or do not fully understand the advice or information given to you on our site, you can speak to your regular healthcare provider.
- You agree that all information you provide via the service will be true, accurate, up-to-date and complete and that you will not omit any information that is requested of you, or that a reasonable person would consider relevant to the services you seek.
- You must not register more than once and must verify that you give us your correct name, address, date of birth, email, and telephone number.
- Please do not register or complete any questionnaires on behalf of anyone other than yourself unless you have permission to do so from that person and we receive express consent from the person in question.
- Any advice given on the website does not replace that of your regular healthcare provider.
- Please note abusive and threatening behavior towards our staff will not be tolerated. In such circumstances, we reserve the right to refuse our services.

You should always tell your regular healthcare provider about the treatment we prescribe and medication supplied by the pharmacy.

Please note that it is our policy that patients are encouraged to agree to us informing their GP of our consultations and any medication prescribed.

For some services, we may be unable to treat you if you do not consent to the sharing of information with your registered GP.

For your security:

- Always read all product packaging and labels carefully before use.
- If you purchase medicine in advance, please always check the date on the box to make sure it's not out of date.
- Your course of treatment is based on your answers to our questionnaire, and the video consultation with our doctors. Please make sure that only you have access to your medicines.
- We cannot guarantee long medication shelf life. We strongly recommend that if you are requesting medications far in advance or wish to have longer dated medication you must inform us of this need before your request is approved.
- If a medicine is prescribed and dispensed to you, you're responsible for checking that the medicine received is the correct medicine prescribed by Helth and 4GP and that it is not damaged in any way. If in doubt, you must contact us via email. Do not consume any medicine which is not the medicine prescribed or which is damaged on arrival.

We are not liable for any damages which result from:

- A failure by you to provide and continuously maintain complete, truthful and accurate information in your account and in all the questionnaires you complete or any other information you provide to us.
- A failure by you to follow the advice given on the website or from your failure to pass on information given on the website to your regular healthcare provider.
- Effectiveness or any side effects from medication. For the avoidance of doubt, medicine may not be 100% effective due to a variety of factors. Known or unknown side effects can occur with any medication or treatment. Always read the patient information leaflet. Our doctors make every effort to ensure you are provided with advice and treatment within current national guidelines or updated information as applicable. You are not entitled to a refund or replacement in circumstances set out in this section.

Please note, if any further tests or investigations or extra consultations are required whilst receiving the prescribed treatment, that the price of these is not included in the subscription.

You should seek medical advice immediately if your medical condition changes or your symptoms worsen, either by contacting your general medical practitioner, dialing 111, or if you think you are in an emergency situation or need urgent assistance, calling 999 or seeking urgent medical help at your nearest hospital emergency department. You agree that, if you suffer from any noticeable side effects from any medication or treatment you receive, you will either consult your general medical practitioner or contact us to facilitate a further consultation with a doctor.

licensed medication

If a doctor prescribes you a medicine, you must carefully read all information provided to you via the Platforms about that medicine, the information contained on any packaging or leaflets provided with the medication as well as any information provided in connection with the Pharmacy, if applicable. You must also follow any medical advice provided to you by a doctor in relation to any prescribed medicine.

Pricing and payment

We ensure that our prices for consultations, diagnosis, and medical prescriptions are clearly set out on our website. The prices shown include a component for the medical service provided to you by Helth and 4GP in its own name and a component (collected from you by Helth and 4GP as an agent for Elixia Holdings Limited and Whitewater Pharmacy) for the medication/treatment to be dispensed to you.

Note that the price that you will see on our website is the total price, including these two components. Delivery charges are included, all prices quoted are inclusive of VAT (where applicable). There are no hidden charges.

It is possible that, despite our best efforts, some of our services may be incorrectly priced. If that is the case, we are under no obligation to provide the services to you at the incorrect (lower) price if the pricing error is obvious and unmistakable, and you could have reasonably recognized the price displayed as an error.

You are responsible for providing valid credit, debit card or other relevant payment details. You must be authorized to use these details and to authorize us, or our payment service provider, to take payment in full for the items you've ordered, including any associated fees due to us under these terms and conditions, including delivery fees.

If your payment details have expired or are invalid in any way, we will try to contact you. If you are unable to give us the updated information, we reserve the right not to deliver your medicines to you.

Note that the payment will be on hold until we have accepted your order. Hence, if your order is not accepted, you will not be charged.

Subscription payments

The Helth and 4GP weight loss service offered may also be purchased on an automatically renewing subscription basis. This means that at each subscription interval (usually monthly), we will conclude a new contract with you pursuant to which you agree to pay the subscription fee and we agree to provide the Services (as applicable to you). The terms of that contract will be communicated to you during the order confirmation process.

If and for so long as a subscription contract is agreed between you and us, you agree for the payment mechanism you have provided us to be billed at regular intervals. You will have the opportunity to cancel your subscription with us provided you have contacted us with two weeks' notice.

When you conclude a subscription contract with us, the fact that the subscription fee is a particular price (or that any other term provides for particular rights or obligations) does not constitute a representation that renewed contracts with us will contain that subscription fee (or any other term). Accordingly, we may, in our sole discretion, vary the fees and payment terms applying to the Services at any time.

Any change to the fees or payment terms applying to the services will be immediately effective upon the publication of that change on the Helth and 4GP platform or by otherwise providing notice to you and will apply to the services requested by you in the subsequent subscription interval following that change. You will be provided an opportunity to decide not to renew the subscription contract in these circumstances.

If you have booked or paid for Services prior to a change in fees or payment terms being published on the Platform(s) or otherwise notified to you, but have not received the Services prior to that change taking effect, you will not be charged more for the applicable Services at the time you receive them.

All prices listed on the Platforms for the Services are inclusive of VAT and shipping costs where relevant.

Binding contract

When you submit an order (initial or follow up), you will receive an email confirming that we've received it. Your order will be binding once you receive the email informing you that your order has been approved. This is when our doctor will issue the prescription (after a video consultation), and your treatment will be sent. Cancellation requests after this point in time might not be possible.

For the follow up assessment or follow up consultation (as described in the section “our weight loss service and how you should use it” above), the service begins once you subscribe to the service initially and receive the email indicating that we've received your payment/order as after this our doctors will start to render the requested service.

We reserve the right to reject any order.

Cancellations and refunds

You have rights under UK consumer laws in relation to the provision of the services and products provided to you by us, including rights to refunds in certain circumstances as set out in this section.

You may request to cancel a specific order, or your subscription to the Helth and 4GP weight loss programme, at any time and for any reason with a two-week notice period. You can do this by submitting a request to our contact email address. We may also cancel a specific order or your subscription at any time, at our absolute discretion with reasonable notice, or otherwise in accordance with these Terms.

If you cancel after your order has shipped you will not be entitled to a refund (except under the terms of this agreement).

If you cancel your subscription, your subscription will remain active until the end of your then-current subscription period, and you will continue to receive the products and services that you have already paid for, unless otherwise agreed at the time of cancellation. In

circumstances where you cancel a specific order or subscription, we may offer a refund on that order or subscription period, only if:

- You submit a request to cancel your order prior to commencement of the next subscription period, and such cancellation is only processed by us after your payment has been collected for that next subscription period;
- You have a right to a refund under a valid special offer that may be in force from time-to-time;
- If a product is faulty, damaged or wrong. In this situation, it may be agreed to provide the patient with a replacement product at no extra charge.

In circumstances where we cancel a specific order or subscription for one of the below reasons, we will offer a refund on that order or subscription period:

- You are deemed unsuitable for treatment;
- or we are unable to dispense a specific order due to lack of stock.

If you are eligible for a refund, it will be made using the payment method you used for the original transaction. We cannot process refunds to alternative cards or payment methods.

Returns

For security and sanitary reasons, we cannot reissue any returns for items that have been used or are unpackaged. **We are also unable to accept returns for medicines.**

Privacy Notice and data protection

We care about your privacy. You will find everything you need to know about how we keep your information secure, including data protection, in our Privacy Notice and Cookie Notice.

Written communication

We'll usually get in touch with you via email or through your account, although we sometimes post notices on our website. For contractual purposes, please make sure you understand and agree to receive electronic communication from us and that you acknowledge that all contracts, notices, information, and other electronic communications that we provide to you electronically comply with any legal requirements that require such communications to be in writing. This condition does not affect your statutory rights.

Emergencies

We, and the Services, are not a suitable service for emergency circumstances. If you are in an emergency situation or need urgent assistance, including obstructed breathing, heart pains, blood loss or swelling, please call 999 or seek urgent medical help at your nearest hospital emergency department. If you think you may need to visit your nearest hospital emergency department but it's not life or limb threatening, the NHS also recommends that you can dial

111. The 111 services can also help if you're in mental health distress, or your GP practice, pharmacy, or dental practice is not available.

Indemnity and liability

You agree to indemnify and hold harmless us and our related entities, our directors, officers, partners, employees, agents, contractors, affiliates, service providers, suppliers and licensors in respect of any liability, loss or damages (including reasonable legal fees) suffered or incurred by them arising (in whole or part) out of your breach of or failure to comply with any of these Terms (or the documents they incorporate by reference), your use of the Platforms or your violation of any law or the rights of a third party.

We are not responsible for, and accept no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the Platforms by any person other than us. We do not endorse any opinion, advice or statement made by any person other than us.

To the extent permitted by law, including UK consumer law, in no event shall we be liable for any indirect loss or damage which may be suffered due to your use of our Platforms and/or the information or materials contained on them, or as a result of the inaccessibility of our Platforms and/or the fact that certain information or materials contained on them are incomplete, incorrect or out of date.

If we fail to comply with these Terms, we will only be liable to you for the purchase price of the product(s) and/or any losses that you suffer as a result of the failure to comply with these Terms, which are foreseeable consequences of such failure. We are not responsible for any loss or damage that is not foreseeable at the time we enter into the relevant contract with you, any events outside of our control, or any business losses. Nothing in these Terms will otherwise restrict your statutory rights, including for any liability that cannot be limited or excluded by law in the UK.

Jurisdiction and applicable law

The English courts have exclusive jurisdiction over any claim arising from or related to the services we provide to you. We reserve the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Our terms and conditions and any dispute or claim arising out of, or in connection with them or their subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the law of England and Wales.

Entire agreement

These terms and conditions, our Privacy and Cookie Notices, website use terms and any document expressly referred to in this agreement constitutes the whole agreement between you and us.

This supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding, or agreement between us relating to the use of our website and the services made available on it.

Variations

We may change our terms and conditions at any time by amending this page. Please read these terms and conditions every time you use our services so that you're aware of any changes we have made, as these are the terms applying when using our website and when ordering from us.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.